

BYLAWS OF
PHEASANT RUN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
a Kansas NON-PROFIT Corporation

1. **PURPOSE OF CORPORATION.** The following are the Bylaws for Pheasant Run Condominium Homeowners Association, inc., organized in the State of Kansas as a corporation Not-For-Profit pursuant to the general corporation laws of the State of Kansas. The corporation has established, through its incorporators, appropriate Articles of Incorporation for filing with the Secretary of State and the issuance of the corporate Charter by the Secretary of State all of which has been recorded in the office of the Register of Deeds of Shawnee County, Kansas, the county in which the principal place of business of this corporation is to be located.

These Bylaws are developed pursuant to the requirements of the corporation laws of the State of Kansas but, also, to satisfy those requirements contained in the Kansas Apartment Ownership Act found at K.S.A. 58-3101 through 58-3129. The corporation has been organized to operate, maintain, and otherwise look after certain condominium apartment units and the common areas appurtenant thereto which apartment units and common areas are to be developed and constructed by the developer, Pheasant Run Company, on property located in Lot 13, Block A, in the John O. Allen Subdivision No. 2 to the City of Topeka, Shawnee County, Kansas.

It is anticipated that there will be developed and constructed on the real estate up to a maximum of one hundred twenty-four (124) apartment units which will be offered for sale by the developer as a part of a condominium project pursuant to the Declaration of Condominium herein filed to which these Bylaws have been attached as an Exhibit and pursuant to subsequent amendments to that Declaration of Condominium under the expandable condominium provisions of the Kansas Apartment Ownership Act.

2. **LOCATION OF CORPORATE OFFICE AND PRINCIPAL OFFICERS.** The office of the Corporation will at the present time be located at 2222 West 29 Street, Topeka, Kansas 66611; provided, that such office may from time to time be relocated within the City of Topeka. The initial operating officers of the corporation will be located at that address.

3. **MEMBERS OF CORPORATION.** The members of this corporation shall be the owners from time to time of the condominium unit apartments. The conditions pertaining to the termination of membership or the succession to membership of subsequent owners of apartments units prescribed in the Articles of Incorporation of this corporation.

EXHIBIT G

3.1 MEMBERSHIP MEETINGS. The first annual meeting of the corporation shall be called by the developer upon ten (10) days advance written notice to the members, and not later than May 1, 1983.

3.2 SUBSEQUENT ANNUAL MEETINGS OF THE MEMBERS. The subsequent annual meetings of the members following the first annual meeting shall be held at 7:30 o'clock PM on the second Monday in February of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting will be held at the same hour on the next day that is not a legal holiday.

3.3 SPECIAL MEMBERS' MEETINGS. The special members' meetings will be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from that number of members of the Association entitled to cast one-third (1/3) of the votes of the entire membership.

3.4 NOTICES OF MEETINGS. The notices of all meetings of the membership stating the time and place and the general agenda for which the meeting is being called will be given by the President or Secretary or Managing Agent of the corporation, unless advance notice is waived by the members. Such notice will be in writing to each member at his/her address as it appears on the books of the Association, and will be mailed not less than ten (10) nor more than sixty (60) days prior to the date of the intended meeting. Proof of such mailing will be given by the Affidavit in writing of the person giving the notice. Notice of a meeting may be waived before or after the meeting or by attendance at the meeting.

3.5 QUORUM. A quorum at the members' meeting will consist of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by the provisions of the Kansas Apartment Ownership Act, the Declaration of Condominium, or any amendments, or the Articles of Incorporation and Bylaws of this corporation.

4. **VOTING RIGHTS OF MEMBERS**. The owner of each constructed condominium apartment unit will be entitled to one vote; and if one owner owns more than one apartment, then he/she or it will be entitled to one vote for each apartment unit owned upon which substantial construction has been completed.

If an apartment unit is owned by one person, his/her right to vote will be established by the record title to his/her apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment will be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, or by a partnership, the person entitled to cast the vote for the apartment will be designated by a certificate signed by the President or managing partner of the corporation or partnership. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. The Association and its general membership shall be entitled to rely upon the validity of any such certificate given until the Association, through its officers or directors, are notified that the certificate has been revoked or superseded by a subsequent certificate or a change in ownership. A certificate designating the person entitled to cast the vote for an apartment may be revoked by any owner of an apartment. If such a certificate is not on file designating the person who is entitled to cast the vote for that apartment unit, then that apartment unit shall not be entitled to vote in determining questions put to the membership or for the purpose of establishing the requirements of a quorum.

4.1 **PROXIES FOR VOTING**. Proxies will be permitted and any person entitled to vote may, by written proxy, designate another to cast their vote on all questions delineated in said proxy. Provided, that such proxy must be in writing and must be filed before the appointed time of the meeting with the Secretary or the Assistant Secretary of the corporation. Provided, further, that if the proxy is to be limited in its scope, then any such limitation must be designated in the written proxy itself and in the absence of any such limitation, the corporation and its membership shall be entitled to assume and permit the person holding the proxy to vote on all questions put to the membership at that meeting.

5. SPECIAL PROVISIONS RELATIVE TO MEMBERSHIP MEETING. In the event that an attempted membership meeting shall fail for the reason of a lack of quorum, then those members present at such an attempted meeting, whether in person or by proxy, shall have the power to adjourn that meeting from time to time until a lawful quorum for a proper meeting can be present in person or proxy. No other business other than the convening and adjournment of an attempted meeting can lawfully be conducted by members attending a meeting in person or by proxy, if there is an inadequate quorum present.

5.1 ORDER OF BUSINESS AT MEMBERS' MEETING. The following is an outline of the general agenda which will be used at all membership meetings, whether they be annual meetings or special meetings; provided, that if there are to be special issues brought before the membership at a meeting, then the agenda for that meeting shall be included in the written notice given to the membership in advance of the meeting as hereinabove provided.

- a. Election of Chairman and presider for the meeting;
- b. The calling of the roll and the filing and review and certification of written proxies;
- c. The filing of an affidavit or other proof of notice or waiver of notices of the meeting;
- d. The ascertainment of a quorum for the proper conduct of the meeting by the Secretary and a certification thereof by the President;
- e. The reading and disposal of any unapproved minutes;
- f. The reports of officers;
- g. The reports of committees and managing agents;
- h. The election of directors;
- i. Any unfinished old business;
- j. New business; and
- k. Adjournment

6. SPECIAL PROVISION ON DIRECTORS' CONSENT TO ACTION TAKEN BY MEMBERS.

The above stated membership meetings and authority of the membership meetings to transact business and affairs for the corporation shall be subject to the prior approval in writing of the Board of Directors of the corporation after the action is voted by the membership, but before it may be carried out until such time as the developer has completed all of the contemplated improvements and has closed all of the sales of all of the condominium apartment units in all of the condominium apartment buildings established pursuant to the Declaration of Condominium herein filed, and the anticipated amendments to the Declaration of Condominium to complete the three additional expandable phases of this condominium up to a total of one hundred twenty-four (124) condominium unit apartments, or until the developer elects to terminate its control in writing of the Association, or until April 1, 1986, whichever event shall occur first.

7. DIRECTORS. The membership of the Board of Directors and the affairs of the Association will be managed by a Board of not less than three (3) nor more than seven (7) Directors, the exact number of which is to be determined ahead of the annual election of Directors for the ensuing year.

7.1 ELECTION OF DIRECTORS. The election of the Directors will be conducted in the following manner:

a. The election of the Directors will be held at the annual meeting of the members of the Association.

b. A nominating committee of five (5) members will be appointed by the Board of Directors, not less than fifteen (15) days prior to the annual members' meeting. The committee will nominate one (1) person for each Director then serving. Nominations for additional directorships created at the meeting will be made from the floor at the annual meeting and other nominations may be made from the floor.

c. The election will be by written ballot, unless the need for written ballot is dispensed of by the unanimous consent of the members attending the meeting. The election will be by a plurality of the votes cast, each person voting being entitled to cast his/her votes for each of as many nominees as there are vacancies to be filled. There will be no cumulative voting allowed.

d. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members will be filled by the remaining Directors.

e. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. Provided, that such special meeting shall be pursuant to written notice given, as hereinabove required, unless such notice is waived. Vacancy in the Board of Directors so created will be filled by members of the Association at that same meeting.

f. Provided, however, that until the developer has completed all of the contemplated, as set forth in the Declaration of Condominium, herein filed or amendments to that Declaration pursuant to the expandable provisions in the Declaration, and has closed the sale of all of the anticipated one hundred twenty-four (124) condominium unit apartments in the apartment buildings established by the developer on the land at this time or in the future, or until it elects to terminate its control of the Association or until April 1, 1986, whichever of those events shall first occur, the first Directors of the Association will serve, and, in the event of vacancy, the remaining Directors will fill such vacancies, and if there are no remaining Directors, the vacancies will be filled by the developer. Therefore, until all one hundred twenty-four (124) apartment units are constructed and the sales of those units are closed by the developer or until the developer elects to terminate its control, or until April 1, 1986, or until whichever of those events shall first occur, there shall be no election of Directors by the membership, but the original Board of Directors designated in the Articles of Incorporation of this corporation shall continue to serve unless replaced by the remaining Directors.

g. The term of each Director's service will extend until the next annual meeting of the members and, subsequently, until his/her successor is duly elected and qualified or until s/he is removed in the manner elsewhere provided for.

h. The organizational meeting of each newly elected Board of Directors will be held within ten (10) days from the date of their election at such time and place that shall be fixed by the Directors at the meeting in which they were elected; and no further notice of such organizational meeting will be necessary.

i. Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the Directors. Notice of regular meetings will be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

j. Special meetings of the Directors may be called by the President and must be called by the Secretary or Assistant Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of the meeting will be given personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

k. Any Director may waive notice of the meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice. Any Director attending a regular or special meeting of the Board of Directors, unless otherwise designating, shall be deemed to have waived any notice of the meeting by his/her attendance at that meeting.

l. A quorum at the Directors' meeting will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting and which a quorum is present, will constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declarations of Condominium, the Articles of Incorporation of this corporation, or these Bylaws.

m. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

n. The joinder of a Director in the action of meeting by signing or concurring of the minutes of that meeting will constitute the presence of such Director in his/her affirmative vote for the purpose of determining a quorum.

o. The presiding officer of Directors' meetings will be the chairman of the Board of Directors, if such an officer has been elected; if none, the President will preside. In the absence of the presiding officer, the Directors present will designate one of their number to preside.

p. The order of business at the Directors' meeting will be:

- a. Calling of the roll;
- b. Proof of notice and filing of any affidavits of the notice of the meeting;
- c. Reading and disposal of unapproved minutes;
- d. The reports of officers and committees;
- e. Reports of managing agents;
- f. Election of officers;
- g. Any unfinished old business;
- h. New business; and
- i. Adjournment.

7.2 DIRECTORS' FEES. The Directors will receive no fees for their services.

7.3 DUTIES OF ASSOCIATION. All powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the apartment unit owners when such is specifically herein or elsewhere required.

8. **OFFICERS.** The executive officers of the Association will be a President, who will be a Director, a Vice President, a Secretary and a Treasurer, all of whom will be elected annually by the Board of Directors and who may be preemptorily removed by a vote of the Directors at any meeting. any person may hold two or more offices, except the President shall not also be the Vice President. The Board of Directors, from time to time, will elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

8.1 **PRESIDENT.** The President will be the chief executive officer of the Association. S/he will have all of the powers and duties usually vested in the office of President of an Association including, but not limited to, the power to appoint committees from among the members from time to time, as s/he, in his/her discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

8.2 **VICE PRESIDENT.** The Vice President in the absence or disability of the President will exercise the powers and perform the duties of the President. S/he will assist the President generally and will exercise such other powers and perform such other duties as shall be prescribed from time to time by the Board of Directors.

8.3 **SECRETARY.** The Secretary will keep the minutes of all of the proceedings of the Directors and the members. S/he will attend to the giving and serving of all notices to the members and directors and other notices required by law. S/he will have the custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. S/he will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association, as may be required by the Directors or the President.

8.4 **TREASURER.** The Treasurer will have custody of all the property of the Association, including funds, securities and evidences of indebtedness, s/he will keep the books of the Association in accordance with good accounting practices; and s/he will perform all other duties incident to the office of Treasurer.

8.5 **COMPENSATION.** No compensation will be paid to officers of the Association for their services.

9. **FISCAL MANAGEMENT.** Separate condominium units established by the developer upon the land described in the Declaration of Condominium and any amendments hereafter made to said Declaration will, in fiscal matters, be managed as a single entity, separate accounts need not be maintained for the separate condominium units; and all sums collected from assessments may be commingled into a single fund, or divided into more than one fund, as determined, from time to time, by the Board of Directors. However, such fiscal management will be governed by the provisions of any agreements made by the Association for the management and operation of the condominium units, during the terms of such agreements. In the event that such agreements are not made, or if they do not contain provisions for the fiscal management, or at the termination of any such agreements, fiscal management will be as set forth in the Declaration of Condominiums and any amendments thereto and these Bylaws as supplemented by the following:

9.1 **ACCOUNTS.** The receipts and expenditures of the Association will be credited and charged to such accounts as shall be appropriate. All expenditures will be common expenses.

9.2 **BUDGET.** The Board of Directors will adopt a combined budget, as to all of said separate condominium units, for each fiscal year that will include the estimated funds required to defray the current expenses and to provide and maintain funds for any other accounts and reserves, according to good accounting practices. The budget may provide for any of the following items, but shall not be limited to the following: insurance, taxes, management fee, utilities, lawn care, snow removal, reserves for repair and/or replacement of streets, pool and common area facilities, and clubhouse, lighting, sewer, water, accounting, legal and general maintenance. Copies of the budget and proposed assessments will be transmitted to each member on or before December 1, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget will be furnished to each member.

9.3 **PROVISO.** Provided, however, that until the developer has completed all of the contemplated improvements and has closed the sales of all of the one hundred twenty-four (124) condominium apartment units in all the condominium apartment buildings established by it in the Declaration of Condominium herein filed or subsequent amendments to that Declaration of Condominium, as anticipated, or until the developer elects to terminate its control of the Association, or until April 1, 1986, whichever event shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

10. **ASSESSMENTS.** Assessments against the individual condominium apartment units for their share of the items of the budget will be made for the calendar year annually in advance on or before December 30, preceding the year for which the assessments were made. Provided, that partial year assessments may be made for any unit sold either by the developer or other seller at the time the sale is closed at any time during the year. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments will be due upon each installment payment made until changed by an amended assessment. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors; and the unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessments is made. Provided, that the initial Board of Directors may, in its sole discretion, determine when the first annual assessment and, therefore, monthly installments will be assessed and payable. Provided that no assessments may be levied against any apartment unit until said unit is sold by the Developer after construction and said sale is closed or until said unit is leased by the Developer, whichever event shall first occur. Provided, further, that the Developer will be required to comply with the provisions of Paragraph 14.7 of the Declaration of Condominium filed herewith.

9.5 **ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT.** If an apartment shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after the delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him/her by registered or certified mail, return receipt requested, postage prepaid, whichever shall first occur.

9.6 ASSESSMENTS FOR EMERGENCIES. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half (1/2) of the members, the assessment will become effective, it will be due after thirty (30) days notice in such manner as the Board of Directors of the Association may from time to time require in their notice of assessment.

9.7 DEPOSITORY. The depository of the Association will be such bank or banks or savings and loans as shall be designated from time to time by the Directors and in which the moneys of the Association will be deposited; provided, that all such banks and/or savings and loans shall be federally insured institutions. Withdrawals of moneys from such accounts will be only by checks assigned by such persons as authorized by the Directors.

9.8 PAYMENT OF ASSESSMENTS. The Board of Directors may from time to time require that the individual unit apartment owners pay their monthly installment of the annual assessment in check payable to such bank and/or savings and loan institution as shall constitute a depository of the Association.

9.9 WITHDRAWAL OF FUNDS. The Board of Directors may from time to time establish such procedures as it shall deem appropriate for the purpose of maximizing earnings on idle funds of the Association and fiscal control by limiting those persons authorized to withdraw funds and/or other limitations on checking account balances of the Association. Provided, that at least three (3) director signatures shall be required for authority to withdraw funds from a depository in any single amount in excess of FIVE THOUSAND DOLLARS (\$5,000.00).

10. PARLIAMENTARY RULES. Roberts Rules of Order, its latest edition, will govern the conduct of all meetings of the Association, whether they be of the members or of the Directors; provided, that such rules of order shall not in any way conflict with the Declaration of Condominium, amended Declarations to Condominium, if any, the Articles of Incorporation of this Association, and these Bylaws.

11. AMENDMENTS TO THESE BYLAWS. These Bylaws may be amended in the following manner:

11.1 NOTICE. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting in which a proposed amendment is considered.

11.2 RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at, or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

~~a. Not less than seventy five percent (75%) of the entire membership of the Board of Directors and not less than seventy five percent (75%) of the votes of the entire membership of the Association; or~~

~~b. Not less than eighty percent (80%) of the votes of the entire membership of the Association; or~~

~~c. Until the first election of Directors, only by all of the Directors; provided, the amendment does not increase the number of apartments or alter the boundaries of the common areas.~~

a. A simple majority of the entire membership, fifty-one percent (51%).

11.3 PROVISIO. Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; and no amendment will effect or impair the validity or priority of any mortgage covering any apartment unit or any undivided interest in the common areas or affect or impair the rights of a lessor under any leases made by the Association.

11.4 FURTHER PROVISIO. Provided, however, that until the developer has completed all of the contemplated improvements of apartment units and common areas and has closed the sales of all of the one hundred twenty-four (124) apartment units in the buildings in which they are located in the Declaration of Condominium herein filed and anticipated amendments to said Declaration or until the developer elects to terminate its control of the Association or until April 1, 1986, whichever of the first three events shall first occur, the prior consent of the initial Board of Directors shall be required before any amendment to these Bylaws shall be effective.

PHEASANT RUN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

MAY 11, 1979

The foregoing provisions were adopted as the initial Bylaws of Pheasant Run Condominium Homeowners Association, Inc., a Kansas non-profit corporation, at the first meeting of the initial Board of Directors on the 11 day of May, 1979.

Stanley R. Metzger - Secretary

Benjamin F. Blair - President

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